

EXHIBIT 13

MASTER LEASE SCHEDULE NO. 01

This Master Lease Schedule No. 01 ("Lease") is by and between Tokai Financial Services, Inc. ("Lessor") and Diagnostic Resource Group, L.L.C. ("Lessee") and incorporates the terms and conditions of that certain Master Lease Agreement dated as of September 12, 1997 between Lessor and Lessee ("Master Lease"). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described items of Equipment for the Lease Term and on terms and conditions set forth herein. The Lease shall become effective as against Lessor upon Lessor's execution hereof.

1. EQUIPMENT: (see Attachment A)

EQUIPMENT LOCATION:	BILLING ADDRESS:
Same as billing address	8817 Bell Air Road
	White Marsh, MD 21162
Phone #:	Phone #: 410-653-9993

2. LEASE TERM:

The Lease shall commence on the day that Lessee executes a Delivery and Acceptance Certificate with respect to the Equipment ("Commencement Date"). The Base Lease Term of the Lease shall be for the term indicated below and shall commence on either the first or the fifteenth day of the month following the Commencement Date, according to Lessor's standard procedures ("Base Term Commencement Date").

(a) Base Lease Term: 60 months.

3. LEASE PAYMENTS:

(a) Interim Rent is due and payable in full on the date specified in Lessor's invoice(s) therefor and shall be computed by dividing one payment of Base Term Rent by thirty (30) and multiplying the result by the number of days from and including the Commencement Date to the day preceding the Base Term Commencement Date.

(b) Base Term Rent consists of:

Number	Amount	Taxes	Total
1-9	\$0	\$0	\$0
10-12	\$10,917.64	\$545.88	\$11,463.52
13-66	\$23,155.77	\$1,157.79	\$24,313.56

Frequency of Base Term Rent:

Monthly	X	Quarterly	Other
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The first installment of Base Term Rent shall be due and payable upon the earlier of (i) the date specified in Lessor's invoice therefor, or (ii) Base Term Commencement Date.

4. SPECIAL PAYMENTS:

The following Special Payments(a) shall be due and payable on the date Lessee executes this Lease.

Security Deposit	Advance Lease Payment	Other	Total

5. STIPULATED LOSS VALUES: (See Attachment B - Stipulated Loss Values)

6. STANDARDS FOR USE AND MAINTENANCE: (see Master Lease)

7. STANDARDS FOR RETURN CONDITION: (see Master Lease)

8. LEASE END OPTION:

Provided no Event of Default shall have occurred and remain uncured, Lessee may upon the expiration of the Lease Term exercise any one of the following options with respect to not less than all items of Equipment leased hereunder, (i) return the Equipment to Lessor, (ii) extend the Lease Term at the then fair rental value ("Fair Rental Value") for an extension term the length of which shall be determined by agreement between Lessee and Lessor or (iii) purchase the Equipment for cash at the Equipment's then fair market value ("Fair Market Value"). Lessee agrees to provide Lessor with written notice of Lessee's decision not less than 180 days prior to the expiration of the Lease Term. If Lessee fails to give Lessor 180 days prior written notice, the Lease Term shall automatically be extended without notice to Lessee upon the same terms and conditions for an additional 180 days and may be terminated thereafter upon 180 days prior written notice to Lessor. Upon receipt of Lessee's notice of termination and prior to the return of the Equipment, Lessor shall be entitled to expose the Equipment for resale or lease at the Lessee's premises during reasonable business hours (so long as such exposure does not unreasonably interfere with Lessee's business operations). If by proper notice Lessee elects to purchase the Equipment and upon receipt by Lessor of the Fair Market Value and all other sums due hereunder, Lessor shall convey title to the Equipment to Lessee free of liens and encumbrances created by Lessor on an As-Is, Where-Is basis and without warranty.

Fair Market Value and Fair Rental Value shall mean an amount which would obtain in a transaction between an informed and willing buyer/lessee (other than a dealer) and an informed and willing seller/lessor (assuming for this purpose that the Equipment shall have been maintained in accordance with this Lease and taking into consideration the in-place value of the Equipment to Lessee) and will be determined by agreement between Lessor and Lessee.

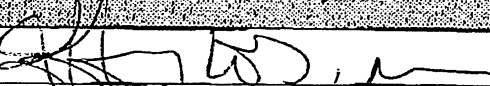
9. ADDITIONAL PROVISIONS:


Lessee grants to Lessor, as additional security to secure Lessee's obligations and liabilities under the Lease, a security interest in all now owned or hereafter acquired or arising accounts and accounts receivable, and all cash and non-cash proceeds thereof (including insurance proceeds) and proceeds of proceeds.

10. MODIFICATIONS AND WAIVERS, EXECUTION IN COUNTERPARTS:

To the extent any of the terms and conditions set forth in this Lease conflict with or are inconsistent with the Master Lease, this Lease shall govern and control. No amendment, modification or waiver of this Lease will be effective unless evidenced by a written document signed by both parties. This Lease may be executed in counterparts, all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Master Lease Schedule to be executed and delivered by their duly authorized representatives as of the dates set forth below.

LESSEE: Diagnostic Resource Group, L.L.C.	
By:	
Print Name:	Jerry Low
Title:	President
Date:	11/29/98

LESSOR: Tokai Financial Services, Inc.	
By:	
Print Name:	Lisa Sparta
Title:	Manager
Date:	2/26/99

FOR OFFICE USE ONLY	
Lease No.	24245138
Customer No.	297381
Commencement Date	2/26/99
Base Term Commencement Date	3/1/99